



Delphi Corporation
5725 Delphi Drive
Mail-code: 483-400-406
Troy, Michigan 48098
Attention: Bette Walker, Vice President and Chief Information Officer

May 5, 2009

Re: Master Services Agreement Dated May 9, 2007 ("MSA") Between Delphi Corporation ("Delphi") and Computer Sciences Corporation ("CSC")

Dear Ms. Walker:

As you know, CSC delivered an April 3, 2009 letter to you entitled Requirement to Cure Delphi Default Pursuant to Section 20.1(b) of the MSA ("CSC's April 3rd Letter").

CSC's April 3rd Letter stated, in part:

... Section 20.1(b) of the Agreement provides in pertinent part as follows ("Service Provider" refers to CSC therein):

In the event that Delphi fails to pay Service Provider undisputed amounts properly due and owing to Service Provider under this Agreement exceeding in the aggregate one (1) month of Monthly Base Charges by the specified due date, or fails to place disputed amounts into escrow, to the extent required by Section 12.4, and fails to cure such default within thirty (30) days of notice from Service Provider of its intention to terminate . . . for failure to make such payment, Service Provider may, by notice to Delphi, (i) terminate the Term . . .

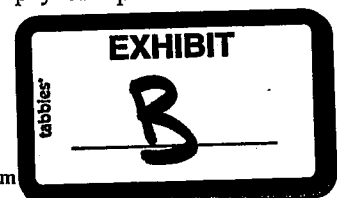
As of close of business, April 2, 2009, Delphi had failed to pay to CSC \$12,725,513 of amounts properly due and owing under the Agreement, none of which Delphi had disputed in the manner set forth in Section 12.4. For clarity, the total amount past due is \$24,406,376. The disputed amounts included in this total are \$11,680,863 (including withheld amounts that may have been released for payment, but that have not yet been received by CSC). The amount past due and owing is the difference between the total amount past due and the disputed amount, which is \$12,725,513. One month of current Monthly Base Charges (for February 2009) is \$6,056,758. The amount past due and owing of \$12,725,513 exceeds one month of current Monthly Base Charges and, therefore, Delphi is in default under Section 20.1(b).

Pursuant to Section 20.1(b), this letter will serve as CSC's notice to Delphi of CSC's intention to terminate the Term unless Delphi cures its above-described default within thirty (30) days of the date of this letter.

As of May 4, 2009, Delphi has failed to cure the above described default. Therefore, pursuant to Section 20.1(b), this letter serves as CSC's notice that CSC is exercising its right to terminate the Term effective 11:59:59 PM United States Eastern Time May 4, 2009.

Pursuant to the MSA, CSC is required to provide Delphi Termination Assistance Services - however based only on payment in advance. Section 4.4(a)(1)(ii) of the MSA provides for Termination Assistance Services "... commencing upon any notice of termination (including notice based upon breach or default by Delphi, breach or default by Service Provider or termination in whole or in part for convenience by Delphi) of the Term with respect to all or any part of the Services". Further, Section 4.4(a)(4) provides that "... if this Agreement is terminated by Service Provider under Section 20.1(b) for Delphi's failure to pay undisputed amounts due under this Agreement, or for Delphi's failure to place disputed amounts into escrow, to the extent required by Section 12.4(f), Service Provider may require payment by Delphi in advance of the month in which such Termination Assistance Services will be provided or performed". Finally, as provided in Section 4.4(b)(8)(i), all Services provided as part of Termination Assistance Services are subject to this requirement for advance payment.

Accordingly, advance payment will be required for all Services rendered beginning May 5, 2009. An invoice for such Services will be delivered to you within seven business days and will be payable upon receipt.





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Troy, Michigan 48098
Attention: Bette Walker, Vice President and Chief Information Officer
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Very truly yours,

A handwritten signature in cursive script, reading "Eileen Sweeney-Tan", is positioned below the "Very truly yours," text.

Eileen Sweeney

Cc: Delphi Corporation
5725 Delphi Drive
Mail-code: 483-400-603
Troy, Michigan 48098
Attention: David Sherbin, Vice President and General Counsel
E-mail Address: David.Sherbin@delphi.com
Facsimile Number: (248) 813-2491